



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 075] CHANDIGARH, FRIDAY, MAY 23, 2025 (JYAISTHA 02, 1947 SAKA)

CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 22nd May, 2025

No. 338539- HIII(2)-2025/6764.—In exercise of the powers conferred by clause (a) of Section 8 of The Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (COFEPOSA Act) (hereinafter referred to as "said Act") read with sub-clause (a) of clause (4), and sub-clause (c) of clause (7) of Article 22 of the Constitution of India, the Administrator, Union Territory, Chandigarh is pleased to constitute an **Advisory Board** for the Union Territory of Chandigarh to perform the functions assigned under the said Act.

The composition of the Advisory Board shall be as under :

- | | |
|---|------------|
| 1) Hon'ble Mr. Justice Kuldip Singh(Retired) | - Chairman |
| 2) Hon'ble Mr. Justice Dr. Shekher Kumar Dhawan (Retired) | - Member |
| 3) Hon'ble Mr. Justice Harminder Singh Madaan(Retired) | - Member |

The Advisory Board shall carry out its duties as per the provisions laid down in the said Act and as per instructions issued from time to time by the Ministry of Home Affairs, Government of India.

*(By Order and in the name of the
Administrator, Union Territory,
Chandigarh)*

Chandigarh, dated
The 20th May, 2025.

RAJEEV VERMA, IAS,
Chief Secretary,
UT Chandigarh.

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SURESH BALA
Date: 2025.05.23
15:46:54 (IST)
Reason: Published
Location:

(847)

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 22nd May, 2025

No. 338539- HIII(2)-2025/6770.—In exercise of the powers conferred by clause (a) of Section 9 of The Prevention of Illicit Traffic in Narcotic Drugs and Psychotropic Substances Act, 1988 (46 of 1988) (hereinafter referred to as "said Act") read with sub-clause (a) of clause (4), and sub-clause (c) of clause (7) of Article 22 of the Constitution of India, the Administrator, Union Territory, Chandigarh is pleased to constitute an **Advisory Board** for the Union Territory of Chandigarh to perform the functions assigned under the said Act.

The composition of the Advisory Board shall be as under :

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| 1) Hon'ble Mr. Justice Kuldip Singh(Retired) | - Chairman |
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| 3) Hon'ble Mr. Justice Harminder Singh Madaan(Retired) | - Member |

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*(By Order and in the name of the
Administrator, Union Territory,
Chandigarh)*

Chandigarh, dated
The 20th May, 2025.

RAJEEV VERMA, IAS,
Chief Secretary,
UT Chandigarh.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 19th May, 2025

No. 13/2/134(435287)-HII(2)-2025/7580.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **49/2024** dated **03.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

CHANDIGARH TRANSPORT UNDERTAKING EMPLOYEES UNION, CHANDIGARH IN
RESPECT OF SH. HARBANS SINGH - EX-CONDUCTOR 291. (Union)

AND

DIVISIONAL MANAGER, C.T.U., U.T., CHANDIGARH. (Management)

AWARD

1. Vide Endorsement No.13/2/134-HII(2)-2024/13533 Dated 20.08.2024 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 30.11.2023 in respect of Shri Harbans Singh - Ex-Conductor No.291 (*here-in-after in referred "workman"*) raised by the Chandigarh Transport Undertaking Employees Union (*here-in-after referred "Union"*) upon The Divisional Manager, C.T.U., U.T. Chandigarh (*here-in-after in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*here-in-after in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 30.11.2023 by the Chandigarh Transport Undertaking Employees Union Chandigarh in respect of Sh. Harbans Singh, Ex-Conductor-291 AND the Divisional Manager, C.T.U. U.T., Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the Union appeared through its Representative. On 20.09.2024 Learned Representative for the Union suffered a statement that demand notice dated 30.11.2023 may be treated as statement of claim.

3. Briefly stated the averments of demand notice-cum-statement of claim under Section 2(k) of ID Act are that on 30.11.2023 a meeting of Chandigarh Government Transport Worker's Union, CTU, Chandigarh was held and it was unanimously resolved that injustice has been done with the workman at the hands of the management by illegally denying him the benefits of 2nd and 3rd ACP Scale on the post of Conductor on completion of 9 & 14 years of service, though he was legally entitled for the same. Further, after his retirement two orders of punishment dated 07.07.2017 and 01.11.2018 have been passed which are illegal and against rules. Therefore, Union has now decided to fight for justice on his behalf by raising demand notice and file the case on his behalf before the Assistant Labour Commissioner and Labour Court/Labour Tribunal, U.T. Chandigarh. Further, Union has authorised President and Secretary of the Union to pursue the case on behalf of the Union/Workman and to sign necessary pleadings in respect of the same and to engage the services of authorised Representative to represent the Union before the Assistant Labour Commissioner and Labour Court/Labour Tribunal, U.T. Chandigarh.

4. It is further submitted that workman was duly selected and appointed as Conductor. Workman joined his duties under CTU on 22.03.1974 and retired from service on 31.05.2016 on superannuation. After retirement of the workman, management passed an order dated 07.07.2017 whereby pension of the workman was reduced to the extent of 20% for the period of 5 years under Rule 2.2 (b) of the Punjab Civil Services Rules Vol.II which is illegal and against the rules. After the retirement of the employee, under Rule 2.2 (b) of the Punjab Civil Services Rules Vol.II, the pension of the retiree can be reduced only in order to recover the loss caused by employee during the course of his employment. But in this case, the workman had not caused any loss to the management during the course of his employment. Therefore, order dated 07.07.2017 is illegal and deserves to be set-aside/withdrawn being against the law. After retirement relationship of master and servant comes to an end. The management passed another order of punishment dated 01.11.2018 whereby the recovery of ₹ 221/- was ordered and further pay of the suspension period w.e.f. 15.10.1982 to 01.02.1983 has been limited to the subsistence allowance already paid. The order dated 01.11.2018 is illegal and against Rules. Order related to 1982 and thereafter no charge-sheet was issued to the workman throughout his service. After retirement, though there is no record relating to the alleged incident, management passed an order dated 01.11.2018 under Punjab Civil Services (Punishment & Appeal) Rule 1970 which is illegal. After retirement of the employee, no punishment order can be passed under the P.C.S (P&A) Rules, 1970. After retirement only action can be taken under Rule 2.2 of P.C.S Rules to recover damage i.e. also relating to the incident which took place within four years from the date of initiation of proceedings. In this case, the action was taken in the year 2018 for the alleged incident which took place in 1982. Further, vide order dated 01.11.2018 minor punishment of recovery has been passed. It is settled law that when the authority passed only order of minor punishment, the pay of suspension period cannot be denied. Further, the Chandigarh Administration adopted Punjab Civil Services Rules in Chandigarh including pay rules to govern the services of its employees from 01.04.1991. The State of Punjab issued instruction dated 03.11.2006 whereby it was decided to grant ACP Scales on completion of 4, 9, 14 years of service in the same cadre and during this period who have not got any promotion and promotional pay scale. Option was given to the employees whether they want to be governed under the Old ACP Scheme or want to adopt this new ACP Scheme. The instruction dated 03.11.2006 of State of Punjab was also adopted by the Chandigarh Administration and options were invited from the employees. The workman submitted his option by way of his affidavit and adopted this new scheme for grant of ACP Scales on completion of 4, 9, 14 years of service. During entire service, workman was only granted 1st ACP Scale under old scheme. The service period of the workman is good w.e.f. 1998 to till date of his retirement, therefore, workman was duly entitled to ACP Scales on completion of 9 & 14 years of satisfactory service. It is settled law that ACRs which were not conveyed to the workman have to be considered good and ACP Scale and promotion cannot be denied on the basis of adverse ACRs which was/were not conveyed to the employees. The workman had completed more than 30 years of satisfactory service on 03.11.2006 but he was not granted the 2nd ACP Scale on completion of 9 years of Service and 3rd ACP scale on completion of 14 years of service, though the workman was fully eligible for the same. The workman was not under any major punishment. ACR record of the workman was up to the mark as per the requirement of ACP scheme. It is settled law that if any employee does not fulfill the criteria/qualification for grant of ACP Scale on the date he completes 9 years and 14 years service, in that case same have to be postponed till the date he fulfills the criteria for grant of ACP Scales. The workman applied under RTI Act for supply of attested copy of his service book and only after receipt of the record, workman came to know that his pay during service have not been fixed as per Rules. Further the departmental inquiries were pending and the pension was also not released to the workman on his retirement on 31.05.2016. The relief claimed by the workman is fixation of pay as per Rules. As per law cause of action is a continuing cause of action when the workman was paid less pay every month when he was in service and less pension every month after his retirement. Moreover, the case of the workman was not considered at all for grant of 2nd ACP Scales.

5. It is further submitted that by means of this demand notice, the management is once again called upon to grant 2nd and 3rd ACP Scale after 03.11.2006 and to withdraw illegal orders of punishment dated 07.07.2017 and 01.11.2018 which were passed after retirement of the workman and re-fix the pay and pension and to pay the difference of pay, pension and pensionary benefits along with interest @ 12% p.a. from the date of accrual till its realisation within a period of 15 days from receipt of this demand notice.

6. On notice, management appeared through Sh. Yadwinder Singh - Law Officer. The management neither filed written statement despite availing repeated opportunities nor paid the cost as imposed vide order dated 14.01.2025. Thus, vide order dated 30.01.2025, the defence of the managements No.1 & 2 was struck off.

7. For the adjudication of the case, in terms of reference order dated 20.08.2024, the following issues were framed vide order dated 30.01.2025 :-

1. Whether the demand raised in the demand notice dated 30.11.2023 by the Chandigarh Transport Undertaking Employees Union is genuine and justified? if so, to what effect and to what relief the Workers Union/Workman is entitled to, if any? OPW
2. Relief

8. In evidence, the Union examined workman Harbans Singh as AW1, who tendered his affidavit Exhibit 'AW1/A' along with documents i.e. copy of order dated 07.07.2017 passed by Divisional Manager, CTU Chandigarh vide **Exhibit 'W1'**, copy of order dated 01.11.2018 passed by Director Transport, U.T. Chandigarh vide **Exhibit 'W2'**, copy of instructions dated 03.11.2006 issued by Govt. of Punjab in respect of ACP Scheme on completion of 4, 9 and 14 years of service in a cadre vide **Exhibit 'W3'**, RTI information whereby service record of workman (Harbans Singh) was satisfactory or adverse ACRs were conveyed to me vide **Exhibit 'W4' to Exhibit 'W40'**, copies of applications dated 17.08.2020, 06.11.2020, 15.06.2021, 22.07.2021 in respect of grant of 2nd and 3rd ACP Scale vide **Exhibit 'W41' to Exhibit 'W46'** and copy of award dated 14.07.2015 published in Chandigarh Gazette Notification dated 07.10.2015 vide **Exhibit 'W47'**.

9. On 02.04.2025, Learned Representative for the Union / workman closed evidence.

10. I have heard arguments of Learned Representative for the Union and Learned Law Officer for the management and perused the judicial file. My issue-wise findings are as below :-

Issue No. 1 :

11. Onus to prove this issue is on the workers Union/Workman.

12. Under this issue, the Union examined workman Harbans Singh, C.No.291 as AW1, who vide his affidavit Exhibit 'AW1/A' deposed the averments of demand notice dated 30.11.2023-cum-statement of claim in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W47'.

13. Learned Representative for the Union argued that the workman joined his service on 22.03.1974 and retired on superannuation on 31.05.2016. After retirement an order dated 07.07.2017 / Exhibit 'W1' was passed which is illegal and deserves to be set aside because the punishing authority neither discussed the evidence which has come on record against the delinquent nor discussed the defence of the workman. Besides, the copy of the inquiry report was not supplied to the workman for making a representation against the findings of the inquiry officer, which has violated the right of the workman to make representation against the findings of the Inquiry Officer as is evident from the punishment order / Exhibit 'W1'.

14. On the other hand, Learned Law Officer for the management argued that the workman has challenged the punishment order dated 07.07.2017 and order dated 01.11.2018 after a lapse of about 7-8 years, thus, barred by limitation.

15. To my opinion, the perusal of punishment order dated 07.07.2017 / Exhibit 'W1' would reveal that Divisional Manager, CTU and Director Transport, U. T. Chandigarh vide its order dated 07.07.2017 awarded punishment in connection with three charges i.e. charge-sheet bearing office Memo No.6160/DT/TA-I/CTU/07 dated 08.06.2009, charge-sheet bearing office Memo No.6618/TA-I/HO/CTU/2008 dated 19.06.2009 and charge-sheet bearing Memo No. 5690/TA-I/HO/CTU/2010 dated 15.06.2010 and recorded finding as below :-

*"Now, therefore, the undersigned has gone through all the three inquiry reports and found that Sh.Harbans Singh, Ex.C.No.291 is involved in committing fraud of Rs.550/-, Rs.110/- and Rs.100/- and is not a fit person to get pension from the Govt. However, taking a lenient view, the undersigned in exercising the powers conferred under Punishment and Appeal Rules, 1970 read with Rule 2.2(b) of Punjab Civil Services Rules does hereby order to **reduce pension by 20% of Sh. Harbans Singh, Ex. C. No.291 for a period of five years and his suspension period be limited to the grant of subsistence allowance only.**"*

16. As per the contents of order dated 01.11.2018 / Exhibit 'W2' passed by Director Transport, U.T. Chandigarh, as per the self-declaration of Sh. Harbans Singh, Ex. C. No.291, he was placed under suspension due to deposit of less amount of `221/- in the year 1982. During personal hearing, he stated that he has since when retired from service and requested that a lenient view may be taken against him. Therefore, the Director Transport, U.T. Chandigarh in its order dated 01.11.2018 / Exhibit 'W2' recorded the finding as below :-

*"Now therefore, the undersigned, keeping in view the facts and in exercise of the powers conferred upon under the Punjab Civil Services (Punishment & Appeal) Rules, 1971 does hereby order to **recover Rs.221/- (Rs.Two Hundred only) from Sh. Harbans Singh, Ex.Conductor No.291 and his suspension periods from 15.10.1982 to 1.2.1983 be limited to the grant of subsistence allowance only.**"*

17. The management has failed to controvert the workman's plea that before passing punishment order Exhibit 'W1' and Exhibit 'W2', the copy of the inquiry report was not supplied to the workman. Non-supply of copy of inquiry report results into violation of principle of "*audi alteram partem*" (right to be heard) as the workman is deprived of the chance to defend against the findings. But the ground is raised by the workman to challenge the punishment order dated 07.07.2017 / Exhibit 'W1' after a period of about 6 years, and punishment order dated 01.11.2018 / Exhibit 'W2' after a period of about 5 years, cannot be entertained in view of the law laid down by Hon'ble Supreme Court of India, in ***Civil Appeal No.1852 of 1989 with Civil Appeal No.4772 of 1989*** titled as ***State of Punjab Vs Gurdev Singh & Ashok Kumar, decided on 21.08.1991***, referred by Learned Law Officer, wherein it has been held that in the absence of any challenge to the punishment order within the prescribed limitation period, the Court could not have looked into the said aspect.

18. In the present case, the workman has not been able to rebut that even the void orders are to be challenged within a period of three years. The declaration sought by the workman that the punishment orders are illegal whereby the pay of suspension period is limited to subsistence allowance already paid is governed by Article 113 of the Limitation Act, 1963. The punishment orders in this case are challenge much after the expiry of three years from the date when the right to sue accrues. The right to sue accrued to the workman on the date when the respective punishment orders were passed. Consequently, the claim of the workman seeking

to set aside punishment orders dated 07.07.2017 / Exhibit 'W1' and 01.11.2018 / Exhibit 'W2' is barred by limitation. Thus, the relief to set aside the above punishment orders Exhibit 'W1' and Exhibit 'W2' is declined.

19. Learned Representative for the Union argued that the next claim of the workman is that for the grant of ACP Scales on the completion of 9 years and 14 years of services as per the instructions dated 03.11.2006 / Exhibit 'W3'. In the present case, Learned Law Officer failed to controvert the workman's plea that he joined service on 22.03.1974 and retired on superannuation on 31.05.2016 and throughout his service he was granted only one ACP Scale. Learned Law Officer further failed to controvert the workman's plea that service record of the workman remained good and no adverse ACR was ever conveyed to the workman throughout his service. As per the judgment of Hon'ble High Court of Punjab & Haryana referred by Learned Representative for the Union reported in **1993 (3) SCT 633** titled as **Harbans Singh - Ex. Superintendent G-III Versus Secretary, Govt. of Punjab, Election Deptt.** is applicable to the facts of the present case to an extent wherein it has been held that ACR not conveyed cannot be considered for denial of promotion and ACP Scale. Further as per the judgment of Hon'ble High Court of Punjab & Haryana referred by Learned Representative for Union reported in **2007 (1) SCT 409** titled as **Ratan Singh Sandhu Vs Punjab & Sindh Bank & Anr.**, is applicable to the facts of the present case to an extent, wherein it is held that due to order of minor punishment, promotion and ACP Scale cannot be denied. The argument advanced by Learned Law Officer that claim for grant of ACP Scale is also barred by limitation, is not acceptable as denial of ACP Scale is a recurring cause of action and bar of limitation does not apply. However, the benefit of difference of pay and pensionary benefits shall be confined to period of three years before raising demand notice (demand notice raised on 07.07.2022). Consequently, workman is entitled to 2nd ACP Scale on completion of 9 years of service and 3rd ACP Scale on completion of 14 years of service as per the instructions dated 03.11.2006 / Exhibit W-3.

20. Accordingly, this issue is partly decided in favour of the workman to the extent of his entitlement to grant of 2nd & 3rd ACP Scale and partly decided against the management.

Relief :

21. In the view of foregoing finding on the issue above, this industrial dispute reference is partly allowed and answered in favour of the Union to the extent that the workman is held entitled to re-fixation of pay & pension and consequential benefits thereof after grant of benefit of 2nd & 3rd ACP Scale on completion of 9 years & 14 years of service respectively as per the instructions dated 03.11.2006, however, the relief of arrears of difference is restricted to three years prior to raising demand notice (demand notice raised on 07.07.2022). The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till it's actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 03.04.2025 .

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 19th May, 2025

No. 13/2/9772(516329)-HII(2)-2025/7582.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **54/2021** dated **18.03.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

1. BHARAT SINGH S/O SH MALKIT SINGH, ELECTRICIAN (E.L.C.)
2. RAM VINAY S/O SH. LAL BABU SINGH, SUB STATION OFFICER (S.S.A.)
3. SULEYMAN KHAN S/O BABU KHAN, OPERATOR (O.P.).
4. GAURI SHANKAR SINGH S/O RAM AYODHYA SINGH, MALHI (O.P).
5. OM PARKASH S/O RAM BABU SINGH, OPERATOR (S.S.A).
6. RAM RATTAN SINGH S/O HARPAL SINGH, OPERATOR (O.P.).
7. GURINDER SINGH S/O AMRIK SINGH, SUB STATION OPERATOR (S.S.A).
8. KULDEEP SINGH S/O SURJIT SINGH, ELECTRICIAN (E.L.C)
9. PINTU SINGH S/O BHAGWAN SINGH, HELPER (HEL.).
10. JAI PARKASH S/O RAM BABU, HELPER (HEL.).
11. DAVINDER SINGH S/O RAM PARKASH, HELPER (HEL.).
12. BALJIT SINGH S/O NIRMAL SINGH, HELPER (HEL.).
13. JANKAR SINGH S/O GIAN SINGH, FOREMAN.
14. HARPREET SINGH S/O SURINDER SINGH, HELPER (HEL.).
15. AMIT KUMAR S/O AMBIKA SINGH, OPERATOR (OP).
16. BIPAN SINGH S/O CHALLI SINGH, OPERATOR (OP).
17. BALWINDER SINGH S/O HARNEK SINGH, OPERATOR (OP).
18. SANTOKH SINGH S/O HARNEK SINGH, HELPER (HEL).
19. AMARJIT SINGH S/O JOGINDER SINGH, ELECTRICIAN (E.L.C.).
20. LAKHWINDER SINGH S/O SETIA RAM, HELPER (HEL.)
21. SATNAM SINGH S/O GURDAS SINGH, SWEEPER.
22. NIRMAL SINGH S/O LACHHMAN SINGH, MALI.
23. HARJINDER SINGH S/O SITAL SINGH, HELPER (HEL.).(Workman)

AND

1. THE MUNICIPAL CORPORATION, SECTOR 17, CHANDIGARH.

M/S BRIGHTWAY ENGINEERS TRADERS, R/O HOUSE NO. 697, SECTOR 43-A,
CHANDIGARH THROUGH ITS DIRECTOR. (Management)

AWARD

1. Vide Endorsement No.13/1/9772-HII(2)-2021/4860 Dated 03.05.2021 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 23.07.2018 raised by Bharat Singh & 22 Others (*here-in-after referred "workmen"*) upon The Municipal Corporation, Chandigarh & Another (*here-in-after in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*here-in-after in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 23.07.2018 by 1. Bharat Singh S/o Sh. Malkit Singh, Electrician (E.L.C.) 2. Ram Vinay S/o Sh. Lal Bahu Singh, Sub Station Officer (S.S.A.) 3. Suleyman Khan S/o Babu Khan, Operator (O.P) 4. Gauri Shankar Singh S/o Ram Ayodhya Singh, Malhi (O.P) 5. Om Parkash S/o Ram Babu Singh, Operator (S.S.A) 6. Ram Rattan Singh S/o Harpal Singh, Operator (O.P) 7. Gurvinder Singh S/o Amrik Singh, Sub Station Operator (S.S.A) 8. Kuldeep Singh S/o Surjit Singh, Electrician (E.L.C) 9. Pintu Singh S/o Bhagwan Singh, Helper (Hel.) 10. Jai Parkash S/o Ram Babu, Helper (Hel.) 11. Davinder Singh S/o Ram Parkash, Helper (Hel.) 12. Baljit Singh S/o Nirmal Singh, Helper (Hel.) 13. Jankar Singh S/o Gian Singh, Foreman 14. Harpreet Singh S/o Surinder Singh Helper (Hel.) 15. Amit Kumar S/o Ambika Singh, Operator (OP) 16. Bipan Singh S/o Challi Singh, Operator (OP) 17. Balwinder Singh S/o Harnek Singh, Operator (OP) 18. Santokh Singh S/o Harnek Singh, Helper (Hel.) 19. Amarjit Singh S/o Joginder Singh, Electrician (E.L.C.) 20. Lakhwinder Singh S/o Setia Ram, Helper (Hel.) 21. Satnam Singh S/o Gurdas Singh, Sweeper 22. Nirmal Singh S/o Lachhman Singh, Mali 23. Harjinder Singh S/o Sital Singh, Helper (Hel.) AND The Management The Municipal Corporation, Sector 17, Chandigarh and M/s Brightway Engineers Traders, R/o House No.697, Sector 43-A, Chandigarh (through its Director) are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the workmen appeared through their Representative Shri Manpreet Singh. No separate statement of claim has been filed by the workmen. On 18.03.2025 Learned Representative for the workmen made the statement that demand notice dated 23.07.2018 may be treated as statement of claim.

3. In the pleadings of the parties the word complainants, claimants, applicants, petitioners and workmen are interchangeably used. Therefore, in order to avoid any ambiguity, the same is here-in-after referred as 'workmen'.

4. In the demand notice-cum-statement of claim, the workmen submitted that they are working on their respective posts as narrated in the array of parties with the management/s. The workers were working since 1994 at Water Works Plant, Kajauli, Phase - 3, U.T. Chandigarh. The workers are working with Water Works Plant, Kajauli, Phase - 3, U.T. Chandigarh honestly and diligently from last so many years. The workmen are paid less than their entitlement at the D. C. Rates from year 2010 to 2017, thus leading to the exploitation of the workers from last so many years and hence violating the Labour Laws. The workmen have the following grievances to be redressed with the intervention of this Tribunal :-

- a) The payment of wages paid less than their entitlement at the D. C. Rates from year 2010 to 2017. Therefore, the difference of the amount, arrears and interest thereupon may be awarded to the workmen. Copy of computation of arrears is annexed as Annexure 'C-I'.

- b) The managements may be directed to credit / pay the wages / salary on or before 5th of every calendar month, so that the workmen may discharge their liabilities on time, thus, leading to hassle free life like payment of materials of livelihood (*rashan (grocery)*, milk, clothes and fee of their kids etc.).
- c) Employees Provident Fund (EPF) amount of the workmen is neither properly maintained nor proper share of the employer is being deposited. Hence, the management may be directed to deposit proper share of the workmen and may also be directed to supply EPF account statement to the workmen till date, thereafter, ending every financial year.
- d) The workers may get the effective - proper medical facilities for themselves and their family members.
- e) The management may be directed to provide dress, shoes, *barsati* (raincoat), torch, umbrella, tool kit etc. which is their basic entitlement but not given ever by the management.
- f) The workmen may be granted the equal pay for equal work as given to the regular employees in view of the judgment of Hon'ble Supreme Court of India annexed as Annexure 'C-II'.

It is pertinent to mention here that Annexure 'C-2' is judgment dated 26.10.2016 of Hon'ble Supreme Court of India in a case titled as *State of Punjab & Others Versus Jagjit Singh & Others* with connected other Civil Appeals, reported in **2016(4) S.C.T 641**.

- g) The workmen shall be provided the photo I.D. Cards.
- h) The D. C. Rates as and when revised, the managements shall implement and extends the benefit to the workmen with immediate effect.
- i) The leave as admissible under the Labour Law be granted to the workmen as they are being forced and compelled to work 24x7 which is also in gross violation of human rights and Labour Laws.

It is further submitted that the workmen have raised their grievances as enumerated above with the managements' authorities as well but of no avail. The representations submitted by the workmen through their Union are annexed as Annexure 'C-III' (colly). The employees are considered the pillars of their work place and should be taken great care rather being exploited by the industries. It is the duty of the authorities of work place of the employee to provide basic amenities to their future without exploiting them. The grievances raised by the workmen are plausible in nature and should be taken into consideration as the workmen are working since 1994 at Water Works Plant, Kajauli, Phase - III, U.T. Chandigarh. The previous IDR No.70/2017 withdrawn on the basis of technical error with liberty to file a fresh one. Copy of the order dated 10.02.2018 is annexed as Annexure 'C-IV'. Prayer is made that the grievances raised and relief sought by the workmen may be redressed by passing appropriate orders / directions to the managements and the managements may further be directed to implement/execute the orders/directions issued by this Tribunal as early as possible, in the interest of justice.

5. The demand notice is accompanied with copies of Annexure 'C-I' to Annexure 'C-IV'.

6. On notice, Municipal Corporation, Chandigarh - management No.1 contested the demand notice-cum-statement of claim by filing written statement in the form of an affidavit of Sh. Shailender Singh, Superintending Engineer (Public Health), Municipal Corporation, Chandigarh dated 08.10.2021 wherein preliminary objections are raised on the ground that the demand notice is not maintainable against the Municipal Corporation, Chandigarh, since a Municipal Corporation / Municipality is not an 'industry' as per the ID Act

as the legal functions described as 'primary and inalienable function of the state' delegated to the M. C. are necessary excluded from the definition of ID Act. Further, mandatory reference to the Central / State Government in this case, U.T. Chandigarh has not been made by the workmen. The present industrial dispute is mainly between M/s Brightway Engineers & Traders - management No.2 and the workmen whereas M. C. Chandigarh is neither an employer nor the workmen are its employees. The work of the operation and maintenance of electrically and diesel driven pumping machinery at Water Works, Kajauli for augmentation Water Supply Scheme, Phase - III, Chandigarh was awarded to the management No.2. The workmen were employees of management No.2 who was awarded the said tender by the M. C. Chandigarh on 01.10.2010. Copy of the same is annexed as Annexure 'R-1'. Accordingly, there is no privity of contract between the workmen and M. C. Chandigarh, therefore, the present claim / demand notice is not maintainable against the answering management. The claim / demand notice is time barred and should be dismissed on this ground alone. The principal grievance of the workmen is about non-granting of wages as per D. C. Rates from the year 2010 to 2017. As per terms and conditions of the tender / contract, the agency was bound to pay Minimum Wages notified by D. C., U.T, Chandigarh. Accordingly, the Municipal Corporation, Chandigarh has no role in making payment to the employees / workmen who are associated with the agency / management No.2. A copy of terms and conditions is annexed as Annexure 'R-2'.

7. Further on merits, it is stated that the workmen are not employees / workmen of the answering management, therefore, the present claim / demand notice is not maintainable against the answering management No.1. The contents of Para 2 of the demand notice-cum-statement of claim are denied for want of knowledge. It is further submitted that after a perusal of the complaint (*here-in-after 'demand notice'*) it seems that the workmen / employees of the M/s Brightway Engineer & Traders who were awarded tendered / contract for the work of the operation and maintenance of electrically and diesel driven pumping machinery at Water Works Kajauli, for augmentation Water Supply Scheme, Phase - III, Chandigarh, on 01.12.2010. The contents of Para 3 of the demand notice-cum-statement of claim are also denied for want of knowledge. However, it is submitted that as per contract the said agency was supposed to pay wages on D. C. Rate. The relevant extract of the contract is reproduced as below for ready reference of this Court :-

"11. Agency shall pay the minimum wages notified by DC, UT, Chandigarh by cheque to the persons employed for Op & Mtc of filtration plant. The agency through bank account shall make the payment of wages to the deployed staff and record of these payments including that of payment of EPF, ESI & Labourcess shall be submitted to the SDE monthly by the agency. If the agency fails to do so, a deduction @ Rs.1,000/- per month per installations shall be made from the claim of the agency. The payment shall be made to the agency after verification of payment of EPF, ESI and Labourcess by the SDE concerned."

It is further submitted that the workmen / employees were not associated with the answering management, therefore, the grievance with regard to wages and other benefits could not be addressed by the M. C., as there is no privity of contract between the workmen and the M. C. Chandigarh. On perusal of the record of the case, it seems that the workmen were employees of management No.2, therefore, the present claim / demand notice is not maintainable against the answering management. The contents of Para 5 and 7 of the demand notice-cum-statement of claim are denied for want of knowledge. It is further submitted that the answering management is not the employer of the workmen. The contents of Para 8 of the demand notice-cum-statement of claim are replied in a formal manner being matter of record.

8. Prayer is made that the present demand notice-cum-statement of claim may be dismissed with costs qua the answering management.

9. Along with the written reply, the management No.1 has placed on record copies of Annexure 'R-1' and Annexure 'R-2'.

10. Proprietor of M/s Brightway Engineers & Traders - management No.2 filed written statement / reply dated 15.11.2021 on letter head of their agency wherein it is submitted that Ranjit Singh is Proprietor of M/s Brightway Engineers & Traders. He is a private contractor working with the Municipal Corporation, Chandigarh. He is providing manpower services to various projects of Municipal Corporation, Chandigarh. The wages and remuneration of the workers is decided / finalised by the Municipal Corporation, Chandigarh. He has no role in it. He pays the staff as per wages decided by the M. C. Chandigarh. Nothing is concealed therein. All finer details of the wage parameters can be provided by the Representative of Municipal Corporation, Chandigarh.

11. On 15.11.2022, Sh. Ballu, Supervisor of management No.2 got recorded his statement that the written statement was filed by the management No.2 on 15.11.2021, which is on the letter pad of management No.2 and is already annexed with the judicial file.

12. Workmen filed replication dated 04.10.2022 to the written statement of management No.1 and separate replication dated 04.10.2022 to the written statement of management No.2 wherein the contents of the respective written statement are denied as wrong except the admitted facts and averments of statement of claim are reiterated.

13. From the pleadings of parties following issues were framed vide order dated 20.01.2023.

1. Whether the demand raised in the demand notice dated 23.07.2018 by the workers' union / workmen are genuine and justified ? If so, to what effect and to what relief the workers' union / workmen is entitled to, if any ? OPW
2. Whether the claim statement is not maintainable ? OPM
3. Relief.

14. In evidence, workmen examined AW1 Balvinder Singh, Operator (P) C/o Water Works Kajauli, Phase - III, Chandigarh, President Water Supply & Sanitation Contract Workers' Union, Head Office, Dhanetha, Patiala who tendered his affidavit Exhibit 'AW1/A' along with copy of documents i.e. computation sheet of arrears of the workmen vide **Exhibit 'W1'**; demand notice whereby 13 demands were raised vide **Exhibit 'W2'**; letter to the Director, ESI, Sector 29, Chandigarh by Water Supply & Sanitation Contract Workers' Union vide **Exhibit 'W3'**; representation submitted to Commissioner, EPF, Sector 17, Chandigarh by Water Supply & Sanitation Contract Workers' Union vide **Exhibit 'W4'**; representation dated 02.09.2016 submitted to Commissioner, EPF, U.T. Chandigarh by Water Supply & Sanitation Contract Workers' Union vide **Exhibit 'W5'**; representation dated 28.07.2017 submitted to Executive Engineer, Division No.1, Sector 11, Chandigarh regarding implementation of DC rates vide **Exhibit 'W6'**; representation submitted to Executive Engineer, Municipal Corporation, Chandigarh vide **Exhibit 'W7'**; representation dated 03.08.2016 submitted to PF Commissioner, Chandigarh vide **Exhibit 'W8'**, courier receipts dated 02.08.2016 and 03.08.2016 vide **Exhibit 'W9' & 'W10'** respectively and order dated 10.08.2018 passed by President, Lok Adalat / Presiding Officer, Industrial Tribunal & Labour Court, U.T. Chandigarh vide **Exhibit 'W11'**.

15. Workman examined AW2 Bharat Singh, Electrician (E.L.C) C/o Water Works Kajauli, Phase - III, Chandigarh who tendered his affidavit Exhibit 'AW2/A' along with documents Exhibit 'W1' to Exhibit 'W11' already tendered by AW1.

16. Workmen further examined AW3 Ram Vinay, Sub-Station Officer (S.S.A) C/o Water Works Kajauli, Phase - III, Chandigarh who tendered his affidavit Exhibit 'AW3/A' along with documents Exhibit 'W1' to Exhibit 'W11' already tendered by AW1.

17. On 16.08.2023, Learned Representative for workers' union closed evidence in affirmative. It is pertinent to mention here that on 19.07.2023 none appeared on behalf of management No.2. Respondent No.2 was proceeded against ex-parte. On 03.10.2023 application seeking to set aside ex-parte order dated 19.07.2023 was filed, to which Learned Representative for the raised no objection vide his statement dated 08.11.2023. Ex-parte order dated 19.07.2023 qua management No.2 was set aside subject to conditional cost of ₹ 500/-. Cost paid on 06.12.2023. AW1 to AW3 did not come present to face cross-examination of management No.2. On 15.04.2024 Learned Representative for the workmen closed the evidence.

18. On the other hand, management No.1 examined MW1 Sunil Kumar, Junior Engineer (J.E.), Municipal Corporation, Public Health, Sub-Division No.1, Chandigarh who tendered his affidavit Exhibit MW-1/A along with copy of letter endorsement No.1005-09 dated 14.12.2013 addressed from Executive Engineer, M.C.P.H. Division No.1, Chandigarh to M/s SSB Contractual Service (P) Ltd., Naya Gaon relating to the subject of operation and maintenance of electrically and diesel driven pumping machinery at water works Kajauli, Near Morinda (Punjab) for augmentation Water Supply Scheme, Phase - III, Chandigarh for period of 12 months vide **Exhibit 'M1'**, copy of letter memo No.Nil dated Nil endorsement No.3238-42 dated 20.05.2015 addressed from Executive Engineer, M.C.P.H. Division No.1, Chandigarh to M/s Brightway Engineers & Traders, Chandigarh relating to the subject of operation and maintenance of electrically and diesel driven pumping machinery at Water Works Kajauli, Near Morinda (Punjab) for augmentation Water Supply Scheme, Phase - III, Chandigarh for period of 12 months vide **Exhibit 'M2'** and copy of notification of award dated 11.10.2012 titled as between President / General Secretary, Punjab Field and Workshop Workers Union, Water works, Kajauli and Chief Engineer, Municipal Corporation Water Works Chandigarh and Others passed by Presiding Officer, Industrial Tribunal & Labour Court, U.T., Chandigarh published in Chandigarh Administration Gazette dated 18.12.2012 vide **Exhibit 'M3'**.

19. Management No.1 also examined MW2 Yashpal Sharma - S.D.E, Municipal Corporation, Public Health, Sub-Division No.1, Chandigarh who tendered his affidavit **Exhibit 'MW2/A'**.

20. Management No.2 examined MW3 Ranjit Singh, Proprietor M/s Brightway Engineers & Traders who tendered his affidavit / Exhibit 'MW3/A'.

21. On 05.12.2024, Sunil Kumar - Junior Engineer closed oral evidence on behalf of management No.1. On 13.02.2025, Learned Representative for the management No.2 closed evidence. On 18.03.2025, Learned Representative for management No.1 closed documentary evidence.

22. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issues No. 1 & 2 :

23. Both these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

24. Onus to prove Issue No.1 is on the workmen and onus to prove issue No.2 is on the management No.1.

25. In support of the demands raised by the workmen in their demand notice-cum-statement of claim, workman Balvinder Singh examined himself as AW1, workman Bharat Singh examined himself as AW2 and another workman Ram Vinay examined himself as AW3, who vide their respective affidavits Exhibit 'AW1/A' to Exhibit 'AW3/A' deposed the entire contents of the demand notice-cum-statement of claim which are not reproduced here for the sake of brevity. AW1 to AW3 supported their oral version with documents Exhibit 'W1' to Exhibit 'W11'.

26. On the other hand, management No.1 examined MW1 Sunil Kumar, Junior Engineer and MW2 Yashpal Sharma, SDE who vide their respective affidavits in verbatim to each other deposed that the present demand notice-cum-statement of claim which *interalia* include entitlement of D. C. Rate from year 2010 to 2017, non-payment of salaries before 5th of every calendar month, non-maintenance of EPF among others, is not maintainable against the Municipal Corporation since the workmen are engaged through outsourcing agency as such there is no privity of contract between the parties. As per record, the work of operation & maintenance of Water Works at Kajauli, is being carried out by contractual agencies on yearly basis and not by the Municipal Corporation. Every year tenders are invited for the operation & maintenance of the Kajauli Water Works from year 1996 onwards year to year basis. Accordingly, the whole work of operation & maintenance of Kajauli Water Works is carried out by the contractual agency and the Municipal Corporation only supervise the work. The Municipal Corporation, Chandigarh is not the appointing authority of the workmen as their salaries were paid by the respective contractual agencies. During the intervening period, workmen were engaged by M/s Brightway Engineers & Traders, M/s SSB Contractual Services Pvt. Ltd. from year 2010 to 2017. The present claim is bad for non-joinder of necessary parties, as the workmen has not made the respective contractual agencies as a party in the demand notice-cum-statement of claim, hence, the same deserves to be dismissed on this ground alone. The workmen are engaged outside the territorial jurisdiction of this Court, as they were employed in Kajauli which is situated in Rupnagar District, Punjab, a similar reference was declined by the Learned Presiding Officer, Industrial Tribunal & Labour Court, U.T. Chandigarh vide Award dated 11.10.2012. As per records, no complaints have been filed by the workmen with respect to the discrepancy mentioned in the demand notice-cum-statement of claim which *interalia* include non-payment of salary as per D. C. Rates among others. The Municipal Corporation is not an 'industry' and is performing primary and inalienable function of the State which are delegated to it, as such is excluded from the purview of Industrial Dispute.

27. MW3 Ranjit Singh, Proprietor M/s Brightway Engineers & Traders - management No.2 vide his affidavit/Exhibit MW-3/A deposed that he is Proprietor of management No.2 Firm. All the workers were working in Kajauli Water Works which is Ropar District in Punjab and the D. C. Rates as applicable in Ropar District are applicable to the workmen. As all the workers were working in Ropar District of Punjab, therefore, all the employees / workmen were paid more than the D. C. Rates applicable in Ropar District of Punjab. Therefore, the workmen are not entitled to any payment as per the D. C. Rates applicable in U.T. Chandigarh and the present claim with regard to payment of D. C. Rates Chandigarh is not tenable. For the present industrial dispute, the Appropriate Government is Punjab Government and not the Chandigarh Administration as the workmen are working in Kajauli Water Works which is in Ropar District of Punjab, therefore, the present reference is not maintainable before this Industrial Tribunal. In the year 2010, the deponent firm was allotted the tender of operation & maintenance of electrically, diesel driven pumping machinery at Water Works Kajauli for a period of one year as per the prescribed rates fixed by the Chandigarh Municipal Corporation which were duly paid to each and every employee engaged for carrying out the obligation as prescribed in the tender. At that time, in the year 2010, Bharat Singh & many others were not engaged and they joined on different dates later on which they have concealed to have illegal gains but claimed the benefits from the year 2010. All the workers who were engaged during the period, the tender was with the deponent firm, they were paid all the rates duly prescribed and mentioned in the tendered document and their PF and ESI payments were duly deposited in time with the Authorities concerned and photo I-cards were also provided to them. These workmen claimed benefits from the deponent firm irrespective of the fact that during the period 2012-13, the tender was not with the firm of deponent and some other contractor used to operate during this period. But the applicants did not disclose or made party to these proceedings that contractor and claiming the benefits from the deponent's firm illegally. Till the tender was with the deponent firm, all the employees were paid their salary as per the tender document issued by the Municipal Corporation, Chandigarh and all other benefits as per tender documents were extended to the workers strictly in accordance with the tender documents. Surprisingly,

only three workmen appeared and deposed and other choose not to depose in favour of their own case to answer the most important question regarding their qualification, date of engagement etc. which render them not entitled to any claim. The deponent firm has extended all the payments to the workmen as prescribed in tendered documents for the period for which the tender was with the deponent's firm and it is the Municipal Corporation, who is responsible for further payment, if any over and above the payments mentioned in the tendered documents and the deponent firm is not responsible as it had made all the payments as per the tender documents of the Municipal Corporation, Chandigarh. The deponent's firm is not at all liable for any payment to the workmen.

28. From the oral as well as documentary evidence led by the parties, the undisputed facts which emerges are that all the workmen are contractual workers. The Chandigarh Administration every year invite tenders and the successful bidder is given the contract of Operation & Maintenance of the Kajauli Water Works. From the year 1994 to 1996, the tender for the Operation & Maintenance of the Kajauli Water Workers were awarded by the Chandigarh Administration and the Municipal Corporation took over the work of Operation & Maintenance of Kajauli Water Works from the Chandigarh Administration and started awarded the tenders for the Operation & Maintenance of the Kajauli Water Works from the year 1996 onwards on year to year basis. The Municipal Corporation came into existence in the year 1996 and since then the maintenance work of Kajauli Water Works is being carried out by Municipal Corporation through contractual agencies.

29. Learned Representative for management No.1 - Municipal Corporation argued that Municipal Corporation supervise the work carried out by the contractual agencies. Municipal Corporation has no role in the maintenance of Kajauli Water Works except the supervision over the function of contractual agencies. Municipal Corporation has no direct relation with the workers deployed by the contractor. The contractual workers are not the employee of Municipal Corporation but of contractual agency. Therefore, there is no employer-employee relationship between the Municipal Corporation and the contractual workers (here-in workmen). Besides, Municipal Corporation is not an 'industry' within the meaning of Section 2(j) of the ID Act as the legal functions described as 'primary and inalienable functions of the State' delegated to the Municipal Corporation are excluded from the definition of 'industry' under the ID Act.

30. To my opinion as far as applicability of Labour Laws to the Municipal Corporation is concerned, the Contract Labour (Regulation & Abolition) Act, 1970 (*here-in-after the 'Act 1970'*) is one of the most significant labour legislations in India as the objective of the Act 1970 is to prevent exploitation of Blue Collars workers and ensure facilitation of better conditions of work for them. As per Section 2(1)(g) of the Act 1970, a 'principal employer' would mean and include the head of any government or local authority; the 'owner' or 'occupier' or 'manager' of factory (under the Factories Act, 1948); owner, agent or manager of mine; or any person responsible for the supervision and control in an establishment. 'Establishment' means any office or department of the Government or local authority or any place where industry, trade, business, manufacture or occupation is being carried. As per Section 2(1)(c) of Act 1970, a 'contractor' would mean any person, who supplies contract labour for any work of an establishment and includes a sub-contractor. Every contractor to whom the Act 1970 applies has to take license under the Act 1970. The definition of 'workman' under the Act 1970 include any person employed in or in connection with the work of any establishment to do any skilled, semi-skilled or unskilled, manual, supervisory, technical or clerical work for hire or reward, where the terms of employment be expressed or implied but excludes certain categories as such. As per the Section 2(1)(b) of the Act 1970, a workman shall be deemed to be employed as 'contract labour' in or connection with such work by or through a contractor, with or without the knowledge of the principal employer. The two Acts i.e. Act 1970 and ID Act are not mutually exclusive; they address different aspects of labour relations. The Act 1970 regulates the employment of the contract labour, while I. D. Act provides a mechanism for resolving disputes that may arise from that employment.

31. By virtue of the above provisions of the Act 1970, management No.1 - Municipal Corporation which is a type of local Government or local Urban Body falls within the definition of Section 2(1)(g) of the Act 1970. Management No.2 - M/s Brightway Engineers & Traders being a contractor is covered under the definition of Section 2(1)(c) of the Act 1970. The workmen are covered within the definition of Section 2(1)(b) of the Act 1970. Accordingly, management No.1 is the principal employer and management No.2 is the actual employer of the workmen.

32. With the objective of improving the working conditions of contract labour, the Act 1970 has various provisions for providing basic facilities / amenities to the contract labour such as canteen, rest rooms, first aid facilities etc. The liability to provide these facilities are on the contractor. However, in the event a contractor does not provide these facilities to the contract workers, the liability is on the principal employer to provide these facilities. Any expenses incurred by the principal employer in providing these facilities to the contract labour can be recovered from the contractor. The Act 1970 also imposes an obligation on the contractor to pay the wages to the contract workers within such period as fixed by the Government. However, the principal employer has to nominate a representative duly authorised by him who should be present at the time of disbursement of wages. The duty of such representative of the principal employer shall be to ensure that wages are being paid to the contract labour in accordance with the Act 1970. The contractor has to ensure that the wages are disbursed in the presence of the authorised representative of the principal employer. In the event, the contractor fails to make the payment or make short payments, then the liability is on the principal employer to pay the wages in full or the unpaid balance due. The principal employer can recover the amount so pay from the contractor either by deducting from any amount payable to the contractor as a debt payable by the contractor. The penalties are sometimes imposed on the principal employer, in case of non-compliance under certain other Labour Welfare legislations. For instance, non-payment of Provident Fund contribution, non-maintenance of Provident Fund records is punishable. Non-maintenance of ESI records by either contractor or principal employer is punishable.

33. In the present case, the workmen have impleaded principal employer i.e. Municipal Corporation as management No.1 and contractor - M/s Brightway Engineers & Traders as management No.2 and alleged that their period of employment is from year 2010 to 2017. From the facts pleaded in the demand notice-cum-statement of claim, it is made out that in the year 2010, the workmen (contractual workers) were engaged by the contractor - management No.2 and deployed with Municipal Corporation, Chandigarh - management No.1 for carrying out the work of Operation & Maintenance of Kajauli Water Works, Phase - III, Chandigarh and from the date of appointment up to 2017, the workmen remained in the continuous employment of contractor - management No.2. Learned Representative for Municipal Corporation - management No.1 argued that MW1 and MW2 in their testimony took the categorical plea that during period 2010 to 2017, the workmen were engaged through contractor M/s Brightway Engineers & Traders and M/s SSB Contractual Services Ltd. Learned Representative for the contractor - management No.2 argued that in the year 2012-13, the contract was not awarded by the Municipal Corporation - management No.1 to the management No.2. To support his argument, Learned Representative for the contractor - management No.2 referred cross-examination of AW1 to AW3 wherein they stated that there was no contract with management No.2 w.e.f. 2011 to 2013-14. In the present case, the workmen have raised various demands by way of demand notice dated 23.07.2018 for the service period w.e.f. year 2010 to 2017 against the Municipal Corporation & M/s Brightway Engineers & Traders. The management No.1 proved into evidence allotment of tender by Executive Engineer Municipal Corporation Public Health (M.C.P.H) Division No.1 to M/s SSB Contractual Services (P) Ltd. Naya Gaon vide letter Exhibit 'M1' bearing endorsement No.1005-09 dated 14.02.2013 for the period of 12 months to be reckoned from the date of issuance of the letter. In this case the workman has not impleaded M/s SSB Contractual Services Pvt. Ltd. to whom the tender was allotted for the period w.e.f. 14.02.2013 to 13.02.2014. Thus, the present claim is bad for non-joinder of necessary party.

34. Now coming to the question of genuineness of demands raised by the workmen in demand notice dated 23.07.2018 mentioned at serial No.a) to i), which are produced as below :-

- a) The payment of wages paid less than their entitlement at the D. C. Rates from year 2010 to 2017. Therefore, the difference of the amount, arrears and interest thereupon may be awarded to the workmen. Copy of computation of arrears is annexed as Annexure 'C-I'.
- b) The managements may be directed to credit / pay the wages / salary on or before 5th of every calendar month, so that the workmen may discharge their liabilities on time, thus, leading to hassle free life like payment of materials of livelihood (rashan (grocery), milk, clothes and fee of their kids etc.).
- c) Employees Provident Fund (EPF) amount of the workmen is neither properly maintained nor proper share of the employer is being deposited. Hence, the management may be directed to deposit proper share of the workmen and may also be directed to supply EPF account statement to the workmen till date, thereafter, ending every financial year.
- d) The workers may get the effective - proper medical facilities for themselves and their family members.
- e) The management may be directed to provide dress, shoes, *barsati* (raincoat), torch, umbrella, tool kit etc. which is their basic entitlement but not given ever by the management.
- f) The workmen may be granted the equal pay for equal work as given to the regular employees in view of the judgment of Hon'ble Supreme Court of India titled as *State of Punjab & Others Versus Jagjit Singh & Others* with connected other Civil Appeals, reported in **2016(4) S.C.T 641**.
- g) The workmen shall be provided the photo I.D. Cards.
- h) The D. C. Rates as and when revised, the managements shall implement and extends the benefit to the workmen with immediate effect.
- i) The leave as admissible under the Labour Law be granted to the workmen as they are being forced and compelled to work 24x7 which is also in gross violation of human rights and Labour Laws.

35. As far as demand raised at serial No.b, c, d, e, f, g & i are concerned, these are not pressed by the workmen during their evidence. Out of 23 claimants-workman, only three are examined as AW1 to AW3. AW1 when put to cross-examination by management No.2 stated that the only dispute before this Court is regarding difference of wages i.e. DC rates of Chandigarh. Similar is the version of AW2 and AW3 in their respective cross-examination. Besides, AW1 to AW3 in their cross-examination further stated that PF is being properly maintained by the management No.2. Similarly, ESI contribution are properly deducted and deposited with ESI Corporation. Weekly rest is also provided. Photo ID cards are also issued by the management No.2. From the aforesaid version of AWs it is duly proved that the demands raised at serial No.b, c, d, e, f, g & i of the demand notice are already addressed / dealt with by the management No.2.

36. Learned Representative for the workmen argued that during the period 2010 to 2017 the workers are not paid monthly wages as per DC rates of U.T. Chandigarh. Thus, the workmen are entitled to recover the difference of unpaid balance due of their wages i.e. difference between actual paid wages and DC rates

U.T. Chandigarh. The aforesaid argument raised by Learned Representative for the workman is devoid of merits because the workmen failed to prove that all of them were in service of the management No.2 during the period 2010 to 2017. In this regard AW2 Bharat Singh when put to cross-examination by management No.2 stated that he joined in the year 2011. The workmen other than AW1 to AW3 did not step into the witness box to say the date of their joining. In the demand notice-cum-statement of claim the date of joining of the workmen is not mentioned. None of the workmen placed on record any document showing the actual monthly wages received by them and the DC rates of U.T. Chandigarh applicable in the period 2010 to 2017. Moreover, the workmen were undisputedly deployed at Kajauli Near Morinda Punjab. AW1 when put to cross-examination by management No.2 stated that he is working in Water Works Kajauli in the State of Punjab. Similar is the version AW2 and AW3 in their respective cross-examination. Since the workmen were performing duty at Kajauli Near Morinda Punjab, thus the workmen were entitled to the wages as per the DC rates applicable in the State of Punjab. It is not the case of the workmen that they were paid less wages than DC rates fixed in Punjab. Thus, the claim of the workmen at serial No.a & h of demand notice are unjustified.

37. As far as jurisdiction of this Court is concerned, although the work place of the workmen is Kajauli Near Morinda, Punjab but the office of principal employer-management No.1 and the contractor - management No.2 situates within the territory of U.T. Chandigarh, thus the present industrial dispute reference is well within the territorial jurisdiction of the Industrial Tribunal & Labour Court, U.T. Chandigarh. I do not find any defect so far maintainability of present industrial dispute reference is concerned.

38. In view of the discussion made above, the demands raised at serial No. b, c, d, e, f, g & i of demand notice have become infrastructure being already met with by the management No.2 and the demand raised at serial No.a & h of demand notice are unjustified, thus declined.

39. Accordingly, issue No.1 is decided against the workmen and in favour of the managements No.1 & 2. Issue No.2 is decided against the management No.1 and in favour of the workmen.

Relief :

40. In the view of foregoing finding on the issue No.1 above, this industrial dispute reference is declined and answered against the workmen. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 18.03.2025 .

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 19th May, 2025

No. 451288-HII(2)-2025/7584.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **71/2024** dated **04.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

CHANDIGARH TRANSPORT UNDERTAKING EMPLOYEES UNION, CHANDIGARH IN
RESPECT OF SH. BAKSHISH SINGH - EX-STATION SUPERVISOR. (Union)

AND \

DIVISIONAL MANAGER, C.T.U., U.T., CHANDIGARH.

AWARD

1. Vide Endorsement No.451288-HII(2)-2024/16676 Dated 04.11.2024 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 12.08.2023 in respect of Shri Bakshish Singh - Ex-Station Supervisor (*here-in-after in referred "workman"*) raised by the Chandigarh Transport Undertaking Employees Union (*here-in-after referred "Union"*) upon The Divisional Manager, C.T.U., U.T. Chandigarh (*here-in-after in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*here-in-after in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 12.08.2023 by the Chandigarh Transport Undertaking Employees Union Chandigarh in respect of Sh. Bakshish Singh, Ex-Station Supervisor AND the Divisional Manager, C.T.U. U.T., Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the Union appeared through its Representative. On 02.04.2025 Learned Representative for the Union suffered a statement that demand notice dated 12.08.2023 may be treated as statement of claim.

3. Briefly stated the averments of demand notice-cum-statement of claim under Section 2(k) of ID Act are that on 12.08.2023 a meeting of Chandigarh Government Transport Worker's Union, CTU, Chandigarh was held and it was unanimously resolved that injustice has been done with the workman by denying him the benefits of 2nd ACP Scale on completion of 9 years of service though he was legally entitled for the same. Therefore, Union has now decided to fight for justice on his behalf by raising demand notice and file the case on his behalf before the Assistant Labour Commissioner and Labour Court / Labour Tribunal, U.T. Chandigarh. Further, Union has authorised President and Secretary of the Union to pursue the case on behalf of the Union / Workman and to sign necessary pleadings in respect of the same and to engage the services of authorised Representative to represent the Union before the Assistant Labour Commissioner and Labour Court / Labour Tribunal, U.T. Chandigarh.

4. It is further submitted that the workman was duly selected and appointed as Conductor. Workman joined his duties under CTU on 01.02.1977. Workman was promoted to the post of Sub-Inspector, Inspector on 01.02.2004 and then Station Supervisor on 01.04.2013. Workman retired from service on 31.07.2015

on superannuation. The Chandigarh Administration adopted the Punjab Civil Services Rules in Chandigarh including Pay Rules to govern the services of its employees from 01.04.1991. The State of Punjab issued instructions dated 03.11.2006 whereby it was decided to grant ACP Scale on completion of 4, 9, 14 years of service in the same cadre, if the employee has not got any promotion and promotional pay scale during this period. Option was given to the employees whether they want to be governed under the old ACP Scheme or want to adopt this new ACP Scheme. The instructions of State of Punjab dated 03.11.2006 was adopted by the Chandigarh Administration w.e.f. 01.11.2006 and option was invited from the employees. The workman submitted his option by way of his affidavit dated 02.01.2007 and adopted this new scheme of grant of ACP Scale on completion of 4, 9, 14 years of service. After promotion to the post of Inspector, work and conduct of the workman remained good. Therefore, the workman was granted 1st ACP Scale on completion of 4 years of service on the post of Inspector w.e.f. 12.02.2008. The workman had completed 9 years of satisfactory service on 12.02.2013 but workman was not granted the 2nd ACP Scale on completion of 9 years of service. The workman was fully eligible for 2nd ACP Scale w.e.f. 12.02.2013 but he was not considered for the grant of 2nd ACP Scale, though he was fulfilling all the conditions for grant of 2nd ACP Scale on 12.02.2013. The workman had completed 9 years of service on the post of Inspector and he was not under any major punishment on that date. ACR record of the workman was up to the mark as per the requirement. It is settled law that if employee do not fulfill the criteria/qualification for grant of ACP Scale on the date he completes 9 years, in that same would have been postponed till the date he fulfill the criteria for grant of ACP Scale. The criteria for grant of ACP Scale and promotion is same. If employee is fit for promotion, then also fit for grant of ACP Scale. In the case of promotion from the post of Inspector to Station Supervisor is merit-cum-seniority whereas criteria for grant of ACP Scale is seniority-cum-merit, meaning thereby that for the purpose of promotion to the post of Station Supervisor, more importance have to be given to merit and in case of grant of ACP Scale more importance have to be given to seniority. Therefore, denial of 2nd ACP Scale to the workman from due date is illegal. Workman was given promotion to the post of Station Supervisor on 01.04.2013. Therefore, denial of 2nd ACP Scale before that is illegal and against the law. When the workman had been found eligible for promotion, in that case, he cannot be held ineligible for ACP Scale. The workman applied under the RTI Act for the supply of attested copy of his service book and only then he came to know that his pay during service have not been fixed as per Rules, hence, the present demand notice. The relief claimed by the workman is fixation of pay as per Rules. As per settled law, cause of action is continuing cause of action, when the workman was paid less pay every month when he was in service and less pension every month after his retirement. Moreover, the case of workman is not considered at all for grant of 2nd ACP Scale. By raising demand notice the management is called upon to grant the 2nd ACP Scale w.e.f. 12.02.2013 and re-fix the pay and pension and pay the difference of pay and pension and pensionary benefits along with interest @12% p.a. from the date of accrual of the same till its realization within a period of 15 days from receipt of this demand notice.

5. On notice, management appeared through Sh. Jasvinder Singh Gill - Law Officer. The management neither filed written statement despite availing repeated opportunities nor paid the cost as imposed vide order dated 14.01.2025. Thus, vide order dated 30.01.2025, the defence of the management was struck off.

6. For the adjudication of the case, in terms of reference order dated 04.11.2024, the following issues were framed vide order dated 30.01.2025 :-

1. Whether the demand raised in the demand notice dated 12.08.2023 by the Chandigarh Transport Undertaking Employees Union is genuine and justified? if so, to what effect and to what relief the Workers Union/Workman is entitled to, if any? OPW
2. Relief

7. In evidence, the Union examined workman Bakshish Singh as AW1, who tendered his affidavit Exhibit 'AW1/A' along with documents i.e. copy of instructions dated 03.11.2006 issued by State of Punjab in

respect of ACP Scheme on completion of 4, 9 and 14 years of service in a cadre vide **Exhibit 'W1'**, attested copy of my service record supplied no 19.07.2023 under RTI Act vide **Exhibit 'W2'** and copy of award dated 14.07.2015 passed by Labour Court, U.T., Chandigarh titled as between Sucha Singh and CTU, Chandigarh bearing IDR No.138 of 2011 published in Chandigarh Administration Gazette on 07.10.2015 vide **Exhibit 'W3'**.

8. On 02.04.2025, Learned Representative for the Union / workman closed evidence.

9. I have heard the arguments of Learned Representative for the Union and Learned Law Officer for the management and perused the judicial file. My issue-wise finding are as below :-

Issue No. 1 :

10. Onus to prove this issue is on the workers Union/Workman.

11. Under this issue, the Union examined workman Bakshish Singh, Ex. Station Supervisor, who vide his affidavit Exhibit 'AW1/A' deposed the averments of demand notice dated 12.08.2023-cum-statement of claim in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W3'.

12. Learned Representative for Union argued that the workman joined on the post of Conductor on 01.02.1970 and posted to the post of Inspector on 11.02.2004 and then to the post of Station Supervisor on 01.04.2013. In view of the instructions dated 03.11.2006 / Exhibit 'W1', the workman was entitled to the grant of ACP Scale on the completion of 4, 9, 14 years of service in the same cadre. The workman was rightly granted 1st ACP Scale on the post of Inspector w.e.f. 12.02.2008. The workman completed 9 years of service as an Inspector on 12.02.2013 and became eligible to 2nd ACP Scale w.e.f. 12.02.2013 but the same is illegally denied. During tenure of service all the ACRs of the workman were good and the workman was not under the effect of any major punishment on 12.02.2013. Work and conduct of the workman was good, only then he was promoted to the post of Station Supervisor we.f. 01.04.2013. For grant of promotion and ACP Scale same criteria is followed. No adverse ACR was conveyed to the workman during his service up to April, 2013.

13. On the other hand, Learned Law Officer argued that the claim of the workman is time-barred.

14. To my opinion, it is undeniable fact that the Chandigarh administration adopted the Punjab Civil Services Rules in Chandigarh including pay rules to govern the services of the employees from 01.04.1991. The State of Punjab issued instructions dated 03.11.2006 / Exhibit 'W1' which were adopted by the Chandigarh Administration w.e.f. 01.11.2006. Learned Law Officer failed to controvert the fact that the workman by his affidavit dated 02.01.2007 given his option and adopted the new scheme for grant of ACP on completion of 4, 9, 14 years of service as per instructions Exhibit 'W1'. Para 3 (a) of the instructions dated 03.11.2006 provides that after service of 4, 9 and 14 years in a post or posts in the same cadre, who is not promoted and not granted promotional pay scale shall be granted next higher scale in the hierarchy of pay scale after service of 4, 9, 14 years. Undisputedly the workman was promoted to the post of Inspector on 11.02.2004 and on completion of 4 years of service in the post of Inspector, the workman was granted 1st ACP as per the instructions dated 03.11.2006. Undisputedly the workman completed 9 years of service in the same post/cadre of Inspector on 12.02.2013 and became eligible for the grant of 2nd ACP Scale. It is not disputed by the management that throughout service the ACRs of the workman were graded 'good' and no adverse ACR was ever communicated to him. Learned Law Officer also failed to controvert the fact that the workman after becoming eligible for the grant of 2nd ACP on completion of 9 years of service, was promoted to the post of Station Supervisor w.e.f. 01.04.2013. Admittedly, the criteria for grant of promotion and ACP Scale is same. Thus, denial of 2nd ACP to the workman on completion of 9 years of service w.e.f. 12.02.2013 is unjustified and illegal.

15. The argument advanced by Learned Law Officer that the claim of the workman is barred by limitation, is not acceptable in view of the judgment of Hon'ble Supreme Court of India referred by Learned Representative for the Union reported in **2022-AII SCR 1257** titled as ***Rushibhai Jagdishchandra Pathak Versus Bhavnagar Municipal Corporation*** is applicable to the facts of the present case to an extent. Relevant Para 10 of the judgment is reproduced as below;

"10. At the same time, the law recognises a 'continuing' cause of action which may give rise to a 'recurring' cause of action as in the case of salary or pension. This court in M.R. Gupta V. Union of India & Ors., (1995) 5 SCC 628 has held that so long as the employee is in service, a fresh cause of action would arise every month when they are paid their salary on the basis of a wrong computation made contrary to the rules. If the employee's claim is found to be correct on merits, they would be entitled to be paid according to the properly fixed pay scale in future and question of limitation would arise for recovery of the arrears for the past period. The Court held that the arrears should be calculated and paid as long as they have not become time barred. The entire claim for the past period should not be rejected."

16. In view of the ratio of the above judgment, arrears of difference of pay during the service period and the pension after the workman's retirement on refixation of salary and pension by granting the benefit of 2nd ACP Scale on completion of 9 years of service w.e.f. 12.02.2013 is restricted to three years prior to raising demand notice (demand notice raised on 12.08.2023).

17. Accordingly, this issue is decided in favour of the Union / workman and against the management.

Relief :

18. In the view of foregoing finding on the issue above, this industrial dispute is allowed and answered in favour of the Union / workman to the effect that the workman is held entitled to re-fixation of pay & pension and consequential benefits thereof after grant of benefit of 2nd ACP scale on completion of 9 years of service w.e.f. 12.02.2013, however, the relief of arrears of difference is restricted to three years prior to raising demand notice (demand notice raised on 12.08.2023). The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till its realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 04.04.2025 .

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 19th May, 2025

No. 514944-HII(2)-2025/7586.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **93/2021** dated **24.03.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KANCHAN, H.NO.25, WARD NO.15, JANTA COLONY, NAYA GOAN, DISTRICT MOHALI.
(WORKMAN)

AND

1. YWCA, SECTOR 11, CHANDIGARH THROUGH ITS SECRETARY.
2. J. STAR SECURITY PVT. LTD., SCO NO. 176, SECTOR 39-D, CHANDIGARH THROUGH ITS CONTRACTOR. (MANAGEMENT)

AWARD

1. Kanchan, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that in the month of October 2017, the claimant-workman (*here-in-after 'workman'*) was appointed by Young Women Christian Association (YWCA) - management No.1 as House-Keeper in their house-keeping department. The workman remained in the service up to 31.01.2021 when her services were illegally and wrongfully terminated by refusing of work. The workman was drawing ` 5,500/- as wages per month which were less than the Minimum Rate of Wages. Later on, it came to the notice of the workman that her name has been referred to M/s J Star Security Pvt. Ltd. (management No.2) for further appointment, without any reason, notice and consent of the workman. On 01.02.2021, workman went to attend her normal duty but she was refused work by the management No.1 without assigning any reason and notice. Since then, the workman has been regularly visiting the work place but the work was refused to her on one pretext or the other. The refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The managements have also violated Section 25F and 25H of the ID Act. No charge-sheet was issued no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management appointed Kavita a fresh person in place of the workman on ` 5,000/- as wages per month which is violation of Section 25H of the ID Act and makes the termination void. For her reinstatement workman served upon the management a demand notice dated 05.02.2021. The management neither denied the contents of demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. During course of conciliation proceedings, management No.2 filed his written comments and took a preliminary objection and in Para 4, on merits that there is no employee-employer relationship between the workman and the management No.2. The management refused to take the workman back on duty before the Conciliation Officer. The workman is a permanent employee of management No.1 for all intent and purpose. The termination is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. Workman remained unemployed during the period i.e. from the date of termination till date. Prayer is made that workman may be reinstated with continuity of service along with full back wages and without any change in her service condition.

3. On notice, initially managements No.1 & 2 appeared through Representative Shri Sunil K. Chaudhary. The managements No.1 & 2 through their Representative filed joint written statement dated 07.01.2022 (filed on 02.02.2022).

4. It is pertinent to mention here that at the stage of evidence of workman, due to non-appearance management No.1 & 2 were proceeded against ex-parte vide order dated 06.07.2023. Thereafter, on 24.01.2024 management No.1 through Authorised Representative Shri A. K. Bakshi filed an application seeking to set aside ex-parte order. In view of the no objection raised by Learned Representative for workman vide his statement dated 26.02.2024 ex-parte order qua management No.1 was set aside. After workman closed her evidence, at the stage of management evidence on dated 10.10.2024, management No.2 through its Authorised Representative Pardeep Kumar Kishanpuri moved an application seeking to set aside ex-parte order dated 06.07.2023 to which Learned Representative for the workman raised no objection vide his statement dated 10.10.2024 and the ex-parte order qua management No.2 was set aside vide order dated 10.10.2024.

5. Management No.1 & 2 in their joint written statement dated 07.01.2022 (filed on 02.02.2022) raised preliminary objections on the ground that the reference is not maintainable as there is no relationship of employer-employee between the managements No.1 & 2 and workman. YWCA - management No.1 is a non-profit organisation dedicated to eliminate racism, empowering women and promoting peace, justice, freedom and dignity for all and is not regulated by the Government and the sole purpose of management No.1 is to help without making any profit, in different fields like children, women, humanitarian, animals etc. so it does not fall within the ambit of 'industry' as defined under Section 2(j) of the ID Act.

6. Further on merits, it is stated that workman was neither appointed nor joined with the managements. In fact, workman is not a 'workman' as defined under Section 2(s) of the ID Act. The management No.2 is running the business to provide securities only and never run and running the business to provide house-keeping services. The fact pleaded in Para 5 of the claim statement that for her reinstatement workman served upon the management a demand notice dated 05.02.2021 and sought the intervention of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh is replied being matter of record and needs no comments. The fact pleaded in Para 6 of the claim statement that during conciliation proceedings, management No.2 in its written comments denied the relationship of employer-employee between the management No.2 and workman is admitted. Further similar stand is taken as taken in the preliminary objections. Rest of averments of claim statement are denied as incorrect and prayer is made that the demand may be denied with costs.

7. Workman filed rejoinder dated 08.03.2022, wherein it is specifically pleaded that the employer-employee relationship exists because the workman was employed by the managements and the management No.1 is a profit earning organisation and falls under the definition of 'industry' as defined under Section 2(j) of the ID Act. Further, the workman has denied the contents of the written statement and reiterated averments of claim statement.

8. From the pleadings of the parties, following issues were framed vide order dated 08.03.2022 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any? OPW
2. Whether no employer-employee relationship exists between the management and workman ? OPM
3. Whether the workman come under Section 2(s) of the ID Act ? OPM
4. Relief.

9. Onus of issue No.3 is incorrectly placed on the management. As per the settled law, onus lies upon the party which alleges in affirmative. In case, onus of issue No.3 is shifted upon the workman, it will not cause prejudice to the interest of any of the parties as all the parties have availed full opportunity to lead their respective evidence.

10. In evidence, workman Kanchan examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A'. Workman examined AW2 Sohan Lal, Security Guard - YWCA and AW2 Ms. Jessy, Project Manager, YWCA. (Since due to inadvertence AW2 is numbered twice, thus, testimony of AW2 Ms. Jessy, Project Manager is here-in renumbered as AW3). Learned Representative for workman closed evidence in affirmative vide his statement dated 12.12.2024.

11. On the other hand, management No.1 examined MW1 Ramesh Kumar, Care-Taker YWCA who tendered his affidavit Exhibit 'MW1/A' along copies of documents i.e. authority letter dated 11.09.2024 issued in my favour by Jessy Mony Bob, Project Manager vide **Exhibit 'M1'**, agreements dated 15.05.2019, 15.06.2020 and 15.05.2021 between YWCA and J Star Security Pvt. Ltd vide **Exhibit 'M2' to Exhibit 'M4'** respectively, payment voucher dated 27.05.2019 of YWCA along with invoice dated 28.05.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M5'**, payment voucher dated 26.06.2019 of YWCA along with invoice dated 25.06.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M6'**, payment voucher dated 27.07.2019 of YWCA along with invoice dated 25.07.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M7'**, payment voucher dated 30.08.2019 of YWCA along with invoice dated 25.08.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M8'**, payment voucher dated 27.09.2019 of YWCA along with invoice dated 25.09.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M9'**, payment voucher dated 31.10.2019 of YWCA along with invoice dated 24.10.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M10'**, payment voucher dated 30.11.2019 of YWCA along with invoice dated 25.11.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M11'**, payment voucher dated 31.12.2019 of YWCA along with invoice dated 26.12.2019 of J Star Security Pvt. Ltd. vide **Exhibit 'M12'**, payment voucher dated 31.01.2020 of YWCA along with invoice dated 28.01.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M13'**, payment voucher dated 28.02.2020 of YWCA along with invoice dated 26.02.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M14'**, payment voucher dated 30.03.2020 of YWCA along with invoice dated 29.03.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M15'**, payment voucher dated 30.04.2020 of YWCA along with invoice dated 30.04.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M16'**, payment voucher dated 30.05.2020 of YWCA along with invoice dated 01.06.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M17'**, payment voucher dated 10.07.2020 of YWCA along with invoice dated 01.07.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M18'**, payment voucher dated 10.08.2020 of YWCA along with invoice dated 01.08.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M19'**, payment voucher dated 07.09.2020 of YWCA along with invoice dated 01.09.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M20'**, payment voucher dated 08.10.2020 of YWCA along with invoice dated 01.10.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M21'**, payment voucher dated 06.11.2020 of YWCA along with invoice dated 01.11.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M22'**, payment voucher dated 02.12.2020 of YWCA along with invoice dated 26.11.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M23'**, payment voucher dated 31.12.2020 of YWCA along with invoice dated 29.12.2020 of J Star Security Pvt. Ltd. vide **Exhibit 'M24'**, payment voucher dated 31.01.2021 of YWCA along with invoice dated 29.01.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M25'**, payment voucher dated 28.02.2021 of YWCA along with invoice dated 28.02.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M26'**, payment voucher dated 30.03.2021 of YWCA along with invoice dated 27.03.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M27'**, payment voucher dated 10.05.2021 of YWCA along with invoice dated 27.04.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M28'**, payment voucher dated 31.05.2021 of YWCA along with invoice dated 26.05.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M29'**, payment voucher dated 30.06.2021 of YWCA along with invoice dated 26.06.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M30'**, payment voucher dated 31.07.2021 of YWCA along with invoice dated 26.07.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M31'**, payment voucher dated 31.08.2021 of YWCA along with invoice dated 27.08.2021 of J Star Security Pvt. Ltd.

vide **Exhibit 'M32'**, payment voucher dated 30.09.2021 of YWCA along with invoice dated 25.09.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M33'**, payment voucher dated 29.10.2021 of YWCA along with invoice dated 25.10.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M34'**, payment voucher dated 30.11.2021 of YWCA along with invoice dated 24.11.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M35'**, payment voucher dated 31.12.2021 of YWCA along with invoice dated 27.12.2021 of J Star Security Pvt. Ltd. vide **Exhibit 'M36'**, payment voucher dated 31.01.2022 of YWCA along with invoice dated 27.01.2022 of J Star Security Pvt. Ltd. vide **Exhibit 'M37'**, payment voucher dated 28.02.2022 of YWCA along with invoice dated 24.02.2022 of J Star Security Pvt. Ltd. vide **Exhibit 'M38'**, payment voucher dated 28.03.2022 of YWCA along with invoice dated 23.03.2022 of J Star Security Pvt. Ltd. vide **Exhibit 'M39'** and payment voucher dated 30.04.2022 of YWCA along with invoice dated 29.04.2022 of J Star Security Pvt. Ltd. vide **Exhibit 'M40'**.

12. Management No.2 examined MW2 Bhed Ram, Branch Manager, J Star Security Pvt. Ltd., who tendered his affidavit Exhibit 'MW2/A'.

13. On 17.03.2025, Learned Representative for management No.1 & 2 vide their separate statement closed evidence.

14. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

Issues No. 1 to 3 :

15. All these issues are taken up together being interconnected and in order to avoid repetition of discussion. Onus to prove issues No.1 & 3 is on the workman and onus to prove issue No.2 is on the managements.

16. To support the averments of claim, Learned Representative for the workman referred testimony of AW1 Kanchan who vide her affidavit / Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity.

17. Learned Representative for the workman argued that workman Kanchan was working with the management w.e.f. October, 2017. In order to conceal the actual period of employment of the workman i.e. from October, 2017 to 31.01.2021, the management did not produce on record any document such as appointment letter, identity card, wage slips, wage register, attendance register etc. To support his arguments, Learned Representative for workman referred cross-examination of MW1 wherein he stated that no appointment letter, no identity card and no wage slips were issued to the employees engaged by management No.1. MW1 further stated that employees previously working with management No.1 were engaged through the contractor - management No.2 after 15.05.2019. Prior to 15.05.2019, the workers engaged by management No.1 were paid monthly wages in cash, after obtaining their signatures. He cannot produce the record of payment of wages for the period prior to 15.05.2019. MW1 voluntarily stated that the said record has been weeded out. MW1 further stated that only the registers prior to 15.05.2019 were weeded out. No inventory of weeding out of the record was maintained. MW1 denied the suggestion as wrong that management No.1 did not weed out any record and he is deliberately withholding the production of the record of the period prior to 15.05.2019. Learned Representative for the workman further argued that workman filed an application dated 06.12.2023 to summon Sh. Sohan Lal, Security Guard of YWCA along with gate entry record from October, 2017 to February, 2021. In pursuance to summons issued by this Court, AW2 Sohan Lal, Security Guard - YWCA appeared in the Court on 20.12.2023 and deposed that he has not brought the summoned record i.e. gate entry record for the period w.e.f. October, 2017 to February, 2021. The gate entry record remains in the custody of Hostel Manager of YWCA. AW2 further deposed that in pursuance of summons issued by this Court he demanded the gate entry record from the concerned Hostel Manager of YWCA but she refused to

hand over the same to him. It is pertinent to mention here that at the time of recording testimony of AW2 Sohan Lal, both the managements No.1 & 2 were ex-parte. Learned Representative for the workman argued that he put in more efforts to get produced the gate entry record for the period October, 2017 to February, 2021 by moving second application dated 11.01.2024 seeking to summon Ms. Jessy Mony Bob, Project Manager of YWCA. In service of summons, AW3 Ms. Jessy appeared in the Court on 16.07.2024 and stated that record of in-gress and out-gress at the gate of the management i.e. Working Women Hostel is maintained. She has not brought the summons record of the period October, 2017 to January, 2021 as the record which is more than 2 years old is weeded out by the management and no inventory of the weeded-out record is prepared by the management. It is pertinent to mention here that at the time of recording statement of AW3, the management No.1 had already joined the proceedings as the ex-parte order qua the management No.1 was set aside on 26.02.2024. Learned Representative for the workman by making reference to the statement of AW2 and AW3 above argued that under the Labour Laws and the Evidence Act, employers are required to maintain the record of employment, salary payments etc. If the employer claims that records have been destroyed and not maintained, the Court may draw an adverse inference against the employers.

18. On the other hand, Learned Representative for management No.1 argued that at the initial stage of the case, the workman would have moved an application to preserve the record of the alleged relevant period but no such request is made by the workman to this Court during the proceedings of the case. Learned Representative for management No.1 further argued that the management No.1 has produced the record in its possession vide Exhibit 'M1' to Exhibit 'M40'. Thus, there is no question of drawing any adverse inference against the management No.1.

19. Learned Representative for management No.2 argued that the workman Kanchan was never engaged by the management No.2.

20. To my opinion, in this case, the alleged service period of the workman is w.e.f. October, 2017 up to 31.01.2021 and the record Exhibit 'M28' to Exhibit 'M40' is of the period beyond 31.01.2021 and thus immaterial in the present case.

21. From the testimony of AW3, it is established that the entry record of the period October, 2017 to February, 2021 was admittedly maintained by the management No.1 but the same is not produced on the ground that it has been weeded out which proves that the management No.1 had records but destroyed the same to evade its liability as the missing record / alleged weeded out record is likely to contain information favourable to the workman.

22. In this case, there is a total denial of employment of the workman either in the capacity of direct employee of management No.1 or in the capacity of contractual employee through service provider - management No.2. Learned Representative for management No.1 argued that Roshni mother of workman Kanchan was working as Housekeeper with the management No.1. Learned Representative for management No.2 further argued that the workman Kanchan used to work with management No.1 during absence of Roshni at very few occasions which does not make her employee of the management No.1. On the other hand, Learned Representative for the management No.2 argued that alleged workman Kanchan was never engaged by the management No.2. Besides, the management No.2 has no knowledge of the relationship of mother - daughter between Roshni and Kanchan. To support his argument Learned Representative for management No.2 referred cross-examination of MW2 conducted by management No.1, wherein MW2 stated that workman Kanchan was never engaged by the management No.2. Roshni W/o Pali Ram remained deployed with management No.1 through service provider - management No.2 for the period 2020-21. MW2 further stated that he does not know the relationship of above Roshni and Kanchan with each other. He does not know whether Roshni is mother of Kanchan.

23. In this case, the workman / AW1 alleged that she remained in the employment of management No.1 for the period w.e.f. October, 2017 up to 31.01.2021 and her services were terminated by management No.1 w.e.f. 01.02.2021 by refusal of work without assigning any reason or notice. The principal employer - management No.1 and the contractor - management No.2 denied the employment of the management. It is own case of management No.1 that it does not issue any appointment letter, identity card, wage slips to the employees engaged by management No.1. In this regard, MW1 when put to cross-examination by the workman stated that no appointment letter, no identity card and no wage slips were issued to the employees engaged by management No.1. From the aforesaid version of MW1, it is established that the management No.1 does not maintain the employment record of its employees. The management No.1 has denied the employment and also failed to produce the record, thus, an adverse inference stands drawn against the management No.1. Since the employer - management No.1 has failed to keep the records, thus, it is assumed that the missing records contained proof of employment which strengthens the workman's plea that she was performing the duty of housekeeper with management No.1 from October, 2017 to 31.01.2021 on monthly wages of ` 5,500/-. It is not the case of the management No.1 that it was paying salary to its employees through bank transaction and in this regard MW1 when put to cross-examination by the workman stated that prior to 15.05.2019, the workers engaged by management No.1 were paid monthly wages in cash after obtaining their signatures. He cannot produce the record of payment of wages for the period prior to 15.05.2019. It is not the case of the management No.1 that the workman was deployed through contractor - management No.2. Thus, there is no relationship of employer-employee between management No.2 and the workman.

24. Furthermore, MW1 when put to cross-examination by the workman admitted as correct that Roshni was working with the management No.1 and voluntarily stated that Roshni's daughter Kanchan used to work with the management No.1 during the absence of Roshni on account of sickness etc. Similarly, management No.2 has taken the plea during cross-examination of workman that the workman Kanchan and her mother Roshni were performing duty in alternate. In this regard, AW1 Kanchan when put to cross-examination by management No.2 denied the suggestion as wrong that she and her mother were performing duty in alternate. The aforesaid version of MW1 and the suggestion put by management No.2 to AW1 would strengthen the plea of the workman that she had been performing duty as a Housekeeper with management No.1. The management No.1 has failed to produce into evidence any document showing the attendance of workman as alternate employee to her mother Roshni and also failed to produce on record any document showing the period of absence of duty of Roshni during entire tenure of her service. Non-production of above employment record of Roshni raises doubt about the credibility of management No.1. In view of the plea of management No.1 that workman was performing duties as an alternate to her mother under the control of management No.1, the workman could be deemed an employee of management No.1 even without formal documentation.

25. The workman performed continuous service with the management No.1 w.e.f. October, 2017 to 31.01.2021 and completed continuous service of 240 days in 12 calendar months preceding termination. Thus, workman fulfilled the requirement of Section 25B of the ID Act. Once the requirement of Section 25B of the ID Act is fulfilled, the employer is bound to comply with the conditions laid down under Section 25F of the ID Act before retrenchment of the services of the workmen.

26. For better appreciation, Section 25F of ID Act is reproduced as below :-

"25F. Conditions precedent to retrenchment of workmen. - No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the

workman has been paid in lieu of such notice, wages for the period of the notice;

- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

27. In the present case, it is neither pleaded nor proved by management No.1 that it had complied with the mandate of Section 25F of the ID Act before terminating the services of the workman w.e.f. 01.02.2021, which makes the termination void.

28. In view of the reasons recorded above, the order of termination of services of the workman w.e.f. 01.02.2021 is illegal and hereby set aside. The relations between the workman and the management No.1 are strained, thus, keeping in view the length of service of about 3 years and last paid monthly wages ₹ 5,500/-. The workman is held entitled to lump-sum compensation ₹ 13,750/- to be paid by management No.1.

29. Admittedly, the workman was performing the duties of housekeeper. There is no evidence on record that workman was discharging any kind of managerial, administrative or supervisory duties. Thus, workman is a 'workman' as defined under Section 2(s) of the ID Act.

30. Accordingly, issue No.1 is decided in favour of the workman and against the management No.1. Issue No.2 is decided in favour of management No.2 and against the workman. Issue No.3 is decided in favour of the workman and against the managements No.1 & 2.

Relief :

31. In the view of foregoing finding on the issues No.1 & 3 above, this industrial dispute is allowed qua management No.1 to the extent that the workman is held entitled to lump-sum compensation ₹ 13,750/- to be paid by management No.1. The management No.1 is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till its realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152

Dated : 24.03.2025 .

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 19th May, 2025

No. 13/2/132(435312)-HII(2)-2025/7598.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **67/2024** dated **04.04.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

CHANDIGARH TRANSPORT UNDERTAKING EMPLOYEES UNION, CHANDIGARH
IN RESPECT OF SH. HARMEET SINGH - JUNIOR TECHNICIAN. (Union)

AND

DIVISIONAL MANAGER, C.T.U., U.T., CHANDIGARH. (Management)

AWARD

1. Vide Endorsement No.13/2/132-HII(2)-2024/16685 Dated 04.11.2024 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 19.12.2023 in respect of Shri Harmeet Singh - Junior Technician (*here-in-after in referred "workman"*) raised by the Chandigarh Transport Undertaking Employees Union (*here-in-after referred "Union"*) upon The Divisional Manager, C.T.U., U.T. Chandigarh (*here-in-after in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*here-in-after in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 19.12.2023 by the Chandigarh Transport Undertaking Employees Union Chandigarh in respect of Sh. Harmeet Singh, Junior Technician AND the Divisional Manager, C.T.U. U.T., Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the Union appeared through its Representative. On 02.04.2025 Learned Representative for the Union suffered a statement that demand notice dated 19.12.2023 may be treated as statement of claim.

3. Briefly stated the averments of demand notice-cum-statement of claim under Section 2(k) of ID Act are that on 19.12.2023 a meeting of Chandigarh Government Transport Worker's Union, CTU, Chandigarh was held and it was unanimously resolved that injustice has been done with the workman by denying him the promotion to the post of Assistant Radiator whereas his junior Sh. Jasbir Singh was promoted. Therefore, Union has now decided to fight for justice on his behalf by raising demand notice and file the case on his behalf before the Assistant Labour Commissioner and Labour Court / Labour Tribunal, U.T. Chandigarh. Further, Union has authorised President and Secretary of the Union to pursue the case on behalf of the Union / Workman and to sign necessary pleadings in respect of the same and to engage the services of authorised Representative to represent the Union before the Assistant Labour Commissioner and Labour Court / Labour Tribunal, U.T. Chandigarh.

4. It is further submitted that workman was duly selected and appointed as Helper on 01.09.1988. Since the workman has been performing his duties with diligence and devotion throughout and has not got any promotion. Hon'ble Supreme Court of India has held time and again that there must be at least two promotional avenues in the service carrier of an employee for boosting his moral otherwise stagnation shall mar his zeal to work. Along with workman, one Sh. Jasbir Singh was also appointed as Helper Radiator Repair. Workman and Sh. Jasbir Singh were appointed by the same order and joined their duty on the same date i.e. 01.09.1988. Workman being older in age from Sh. Jasbir Singh, therefore, in the selection list workman was placed at Sr. No.1 and Sh. Jasbir Singh was placed at Sr. No.2. Even otherwise, it is settled law that if two persons join government service on the same date in that case person older in age have to be treated as senior

than two person who is younger in age. Copy of selection list is enclosed with the demand notice as Annexure 'W-1'. Recently, workman came to know through information under RTI Act on 26.02.2021 that junior of workman Sh. Jasbir Siingh have been promoted to the post of Assistant Radiator on 03.11.1998 by ignoring the claim of the workman who is senior to Sh. Jasbir Singh which act on part of department is illegal and against the law. As per the rules governing the service conditions of workman, a Helper Radiator is entitled for promotion to the post of Assistant Radiator as per seniority. Therefore, workman was entitled for promotion to the post of Assistant Radiator from the date his junior has been promoted. Moreover, one promotional post is lying vacant from last more than three years on retirement of Sh. Satpal. Soon after workman came to know that his junior has been promoted to higher post, workman made a detailed representation dated 15.03.2021 but the department failed to accept the workman's claim for promotion. Copy of representation is enclosed with the demand notice as Annexure 'W-2'. The workman also served a legal notice dated 07.05.2021 which was duly received by the department but the department failed to accept the claim of the workman. Hence this demand notice. Copy of legal notice is enclosed as Annexure W-3.

5. It is further submitted that by means of this demand notice, the management is requested to promote the workman to the post of Assistant Radiator from the date junior Sh. Jasbir Singh was promoted. If department is not in a position to promote the workman from the date his junior was promoted, then promote the workman to the post of Assistant Radiator from the date the post of Assistant Radiator falls vacant on the retirement of Sh. Satpal Assistant Radiator within a period of 15 days from the receipt of this demand notice.

6. On notice, management appeared through Sh. Jasvinder Singh Gill - Law Officer. The management neither filed written statement despite availing repeated opportunities nor paid the cost as imposed vide order dated 14.01.2025. Thus, vide order dated 30.01.2025, the defence of the management was struck off.

7. For the adjudication of the case, in terms of reference order dated 04.11.2024, the following issues were framed vide order dated 30.01.2025 :-

1. Whether the demand raised in the demand notice dated 19.12.2023 by the Chandigarh Transport Undertaking Employees Union is genuine and justified? if so, to what effect and to what relief the Workers Union/Workman is entitled to, if any? OPW

2. Relief

8. In evidence, the Union examined workman Harmeet Singh as AW1, who tendered his affidavit Exhibit 'AW1/A' along with documents i.e. copy of application dated 15.03.2021 moved by him to Director Transport for considering the case for promotion to the post of Assistant Radiator Repair vide **Exhibit 'W1'** and copy of legal notice dated 07.05.2021 got issued by him through Counsel vide **Exhibit 'W2'** along with original postal receipts (2 in number) dated 07.05.2021 vide **Exhibit 'W2/1' & Exhibit 'W2/2'** respectively.

9. On 02.04.2025, Learned Representative for the Union / workman tendered into evidence the receipt dated 21.10.2020 issued by Chandigarh Administration e-Jan Sampark Centre with regard to application moved under Right to Information Act, 2005 (RTI) vide **Exhibit 'W3'**, copy of the covering letter dated 26.02.2021 whereby the information in the form of photocopy of relevant seniority list of Helper Radiator Repairer was supplied by the CPIO, CTU, Chandigarh vide **Exhibit 'W4'**, copy of order bearing No.182/ECW/HOD/CTU/94 dated 24.03.1994 (supplied under RTI) whereby the inter-se seniority was fixed by the department vide **Exhibit 'W5'**, copy of the employee profile of Harmeet Singh and Jasbir Singh with regard to their personal details, current posting, pay details, P.F. details, GIS details and bank details (supplied under RTI) vide **Exhibit 'W6'** and closed evidence.

10. I have heard the arguments of Learned Representative for the Union and Learned Law Officer for the management and perused the judicial file. My issue-wise findings are as below :-

Issue No. 1 :

11. Under this issue, the Union examined workman Harmeet Singh, Ex.-Junior Technician as AW1, who vide his affidavit Exhibit 'AW1/A' deposed the averments of demand notice dated 19.12.2023-cum-statement of claim in toto which are not reproduced here for the sake of brevity. AW1 supported his oral

version with documents Exhibit 'W1', Exhibit 'W2', Exhibit 'W2/1' and Exhibit 'W2/2'. Learned Representative for the Union referred documents Exhibit 'W3' to Exhibit 'W6'.

12. Learned Representative for the Union argued that workman and Sh. Jasbir Singh were appointed as Helper Radiator Repair by the same order and joined their duty on the same date i.e. 01.09.1988. Workman being older in age from Sh. Jasbir Singh was placed at Sr. No.1 and Sh. Jasbir Singh was placed at Sr. No.2 in seniority list. Recently, workman came to know through information under RTI Act on 26.02.2021 that junior of workman Sh. Jasbir Singh have been promoted to the post of Assistant Radiator on 03.11.1998 by ignoring the claim of the workman who is senior to Sh. Jasbir Singh which act on part of department is illegal and against the law. As per the rules governing the service conditions of workman, a Helper Radiator is entitled for promotion to the post of Assistant Radiator as per seniority. Therefore, workman was entitled for promotion to the post of Assistant Radiator from the date his junior has been promoted. Moreover, one promotional post is lying vacant from last more than three years on retirement of Sh. Satpal.

13. On the other hand, Learned Law Officer argued that the workman did not fulfill the criteria for grant of promotion whereas Sh. Jasbir Singh fulfilled the criteria of having three years regular service in his respective cadre.

14. To my opinion, under Section 57 of Indian Evidence Act, 1872, Section 52 of Bharatiya Sakshya Adhiniyam, 2023, Courts must take judicial notice of laws, including government notification issued under the statutory authority if the notification is published in the official gazette. By taking judicial notice of gazette notification No.153-HII(1)-2007/1501 dated 25.01.2007 of Chandigarh Administration, Home Department, it is held that as per Chandigarh Transport Department recruitment (Group 'C', Non-Ministerial - Workshop), Rules, 2007 for promotion to the post of Assistant Radiator Repair from amongst Helpers/Cleaners qualifying three years regular service in the respective cadre/trade is required. In the present case, workman Harmeet Singh / AW1 when put to cross-examination stated that he joined service as Helper on 01.09.1988 and promoted as Jr. Technician in November 2022. He retired from service on 30.06.2024. From the above-mentioned version of AW1, it is proved that the workman did not complete the qualifying regular service of three years in the cadre from the date of his first promotion i.e. November 2022 till his retirement on attaining superannuation on 30.06.2024. Thus, workman's case of promotion to the post of Assistant Radiator Repair cannot be equated with the promotion of Jasbir Singh.

15. In view of the reasons recorded above, the workman's claim for promotion to the post of Assistant Radiator Repair w.e.f. 03.11.1998 when junior Jasbir Singh was promoted in alternative w.e.f. the date of retirement of Sh. Satpal Singh, Assistant Radiator Repair is hereby rejected as the workman is not eligible for promotion for want of qualifying regular service of three years in the cadre as per notification dated 25.01.2007.

16. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

17. In the view of foregoing finding on the issue above, this industrial dispute reference is declined and answered against the Union. Appropriate Government be informed. File be consigned to the record room.

Dated : 04.04.2025 .

(Sd.) . . . ,
(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Rubika W/o Ravi Sapra R/o 908/1, Sector 40-A, Chandigarh, have changed my name from Rubika to Rubika Sapra.

[815-1]

I, Usha Rani Wife of Rakesh Kumar Thukral Resident of House Number 3061/27-D, Chandigarh, has changed my name to Usha Rani Thukral.

[816-1]

I, Sonu Singh S/o Mahipal Singh R/o # 251, Sector 35-A, Chandigarh, I have changed my name from Sonu Singh to Sohan singh.

[817-1]

I, Haider Ali S/o Riyakat Ali, Haidar Ali I Haider Ali

[818-1]

I, Inder Preet Nijjar W/o Gurmeet Singh R/o H. No. 1532, Sector 33-D, Chandigarh, changed my name to Preet Sachdev.

[819-1]

I, Ashok Jagga S/o Rattan Paul Jagga R/o House No. 231, Sector 21-A, Chandigarh, have changed my name from Ashok Jagga to ashok Paul Jagga.

[820-1]

I, Bhupinder Singh S/o late Sh. Hira Singh Saini # 1614-A, Sector 32-C, Chandigarh, have changed my name from Bhupinder Singh to Bhupinder Singh Saini.

[821-1]

I, Manak Sharma, S/o Sh. Mohinder Pal Sharma, and my wife Komal Sharma, W/o Sh. Manak Sharma, both residents of H. No. 2096/2, Sector 45-C, Chandigarh, hereby declare that we have changed the name of our minor son from Moksh Sharma to Teryaaksh Sharma. He shall henceforth be known by his new name, Teryaaksh Sharma, for all official and legal purposes.

[822-1]

I, Ajay Kumar S/o Partap Chand # 516, Sector 46-A, Chandigarh, have changed the name of my minor son from Kavish to Kavish Shandil.

[823-1]

I, Srishti Sharma D/o Brij Mohan Sharma R/o 1278, Sector 15-B, Chandigarh, have changed my name to Srishti S Sharma.

[824-1]

I, Galli D/o Nempal W/o Jaky R/o House No. 3966, Sector 25-D, Chandigarh, have changed my name from Galli to Ranjana.

[825-1]

I, Virender S/o Prem Singh # 627, CRPF Campus, Hallo Majra, Chandigarh, have changed the name of my minor son from Rehan Dalal to Ranvijay Singh.

[826-1]

I, Paramjit Singh S/o Sh. Balwant Singh R/o 5069/1, MHC Manimajra, Chandigarh, have changed my name to Paramjit Singh Thakur.

[827-1]

I, Rakmani Devi W/o Gopal Singh R/o # 3071, Sector 45-D, Burail, Chandigarh, have changed my name to Ragumini Devi.

[828-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."